

CLOSED

232542



IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

7/20/00
AT 8:30 M
WILLIAM T. WALSH, CLERK

UNITED STATES OF AMERICA,

Plaintiff,

v.

Allied Waste Products, Inc., et al.

Defendants.

Civil Action No.

00-3520
CW/HW

CONSENT DECREE

I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. §§ 9606 and 9607, seeking injunctive relief regarding the cleanup of the NL Industries, Inc., Superfund Site in Pedricktown, Salem County, New Jersey ("Site"), and recovery of costs incurred and to be incurred in responding to the release or threat of release of hazardous substances at or in connection with the Site.

B. As a result of the release or threatened release of hazardous substances, EPA has undertaken response actions at or in connection with the Site under Section 104 of CERCLA, 42 U.S.C. § 9604, and will undertake response actions in the future. In performing these response actions, EPA has incurred and will continue to incur response costs at or in connection with the Site.

C. The Site is bordered on the south by Pennsgrove-Pedricktown Road. The Site is bordered on the west by unused woodland and an intermittent stream (the "West Stream") which eventually flows into the Delaware River located 1.5 miles to the northwest. Route 130 runs in a northeasterly direction and lies approximately 1,000 feet northwest of the Site. The area immediately adjacent to the east is comprised of unused woodland, an inactive industrial facility and another intermittent stream which also indirectly flows into the Delaware River. The 1980

U.S. Census reported the total population of the township in which the Site is located (Oldmans Township) at 1,847.

D. EPA records indicate that the Site was owned by NL Industries, Inc., ("NL") from 1972 until February 1983. EPA records further indicate that during its period of ownership, NL operated a secondary lead smelter at the Site, which was used to reclaim lead from used batteries. The reclamation process involved draining sulfuric acid from the batteries and smelting the lead plates down to useable lead product. Waste materials were disposed of at an on-site landfill.

E. EPA records indicate that from 1973 until 1980 NJDEP cited NL with 46 notices and violations of State air and water discharge regulations. The water violations were directed toward discharges from a battery storage area and an on-site landfill. Air monitoring by NJDEP in 1980 identified airborne quantities of lead, cadmium, antimony, and ferrous sulfate at levels exceeding the secondary lead smelter's permitted operating levels.

F. In August 1982, EPA received a Site Inspection Report from NJDEP which indicated the presence of elevated concentrations of metals in the groundwater and surface waters, and in the air and soils at the Site.

G. In October 1982, NJDEP entered into an Administrative Consent Order (the "NJ ACO") with NL. The NJ ACO required, among other things, that NL conduct a remedial program to address contaminated media at the Site and at the on-Site landfill.

H. In December 1982, EPA placed the Site on the National Priorities List, which is found at 40 C.F.R. Part 300, Appendix E, and which has been promulgated pursuant to Section 105(a)(8)(B) of CERCLA, 42 U.S.C. §9605(a)(8)(B).

I. EPA records indicate that in February 1983, NL sold the Site to National Smelting of New Jersey ("NSNJ"). At that time, the NJ ACO was amended to include NSNJ and its parent corporation National Smelting and Refining Co., Inc. ("NSR") as parties. NSNJ operated the secondary lead smelter from 1983 until January 1984. In March 1984, NSNJ and NSR together filed for bankruptcy pursuant to Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §101 et seq. Since operations ceased in January 1984, the secondary lead smelter has remained inactive and, except for NL's maintenance of the on-Site landfill, the Site has been abandoned.

J. In July 1985, EPA sent general notice letters to four potentially responsible parties ("PRPs"): NL, NSNJ, NSR and

Standard Metals Corp.

K. On April 30, 1986, EPA entered into an Administrative Order on Consent, Index No. II CERCLA-60109 ("EPA AOC") with NL. The EPA AOC required NL to perform a Remedial Investigation and Feasibility Study ("RI/FS") for the entire Site under EPA oversight. The RI was completed in July 1991. The FS was completed in July 1993. Due to the Site's size and complexity, the response action at the Site was subsequently divided into two operable units.

L. In December 1988, EPA initiated a first removal action to address hazardous conditions presenting the most significant risks to human health and to the environment. These removal activities included: constructing a fence to restrict access to the secondary lead smelter (February 1989); encapsulating the slag piles to provide temporary protection from rain and wind erosion and to prevent contaminant migration (April 1989), and installing warning signs around the Site (April 1989).

M. EPA initiated a second removal action in September 1989 which included the off-site removal of more than 40,000 pounds of the most toxic and reactive materials including, but not limited to, arsenic, metallic sodium and red phosphorus. In addition, the slag piles were encapsulated a second time and dilapidated concrete retaining walls supporting the slag piles were reinforced and surrounded by berms to further limit releases of hazardous substances into the environment. Furthermore, fence gates and locks on all building entrances were installed to upgrade building security.

N. EPA performed a third removal action between November 1990 and July 1991. This removal action included repairing the damaged security fence and emptying deteriorated containers stored in the open and relocating their contents to existing covered areas where they were sampled. Rusted and deteriorated steel drums were then removed from the Site for recycling.

O. In June 1991, EPA identified additional PRPs. At that time, EPA sent these additional PRPs general notice letters and demanded that all PRPs at the Site pay the United States \$700,000.00 for federal Response Costs already incurred. To date, no PRP has reimbursed EPA for any portion of these costs.

P. During 1991, EPA performed a Focused Feasibility Study ("FFS") for a portion of the response action at the Site designated as Operable Unit 2.

Q. Pursuant to Section 117 of CERCLA, 42 U.S.C. §9617, EPA released the FFS and the Proposed Plan that identified EPA's proposed remedial action for Operable Unit 2. A notice of availability of the FFS and of the Proposed Plan was published in the Gloucester County Times and in the Today's Sunbeam. A public comment period for the Proposed Plan was held from July 17, to September 6, 1991. A public meeting was held on August 6, 1991 to accept public comments on the Proposed Plan.

R. On September 27, 1991, the Regional Administrator for EPA Region II executed the ROD which embodies EPA's selection of the remedy for Operable Unit 2. The remedy included: on-site solidification/stabilization and disposal of slag and lead oxide materials; on-site and off-site treatment and disposal of contaminated debris; treatment of contaminated surfaces; off-site treatment and disposal of contaminated standing water and sediments, and; appropriate environmental monitoring to ensure the effectiveness of the remedy.

S. In March 1992, EPA issued an Explanation of Significant Differences that partially modified the ROD to provide for the off-site disposal of the slag and lead oxide materials.

T. EPA performed a fourth removal action in June 1992. This removal action consisted of replacing damaged wood shoring to two slag bin retaining walls, repairing the perimeter fence and building gates damaged by vandals, and upgrading the slag pile berms to control runoff.

U. On March 31, 1992, a Unilateral Administrative Order ("UAO") was issued to thirty-one (31) PRPs, ordering their performance of the Remedial Design and Remedial Action for Operable Unit 2, as selected in the ROD (as amended) for Operable Unit 2. The Remedial Action for Operable Unit 2 was completed pursuant to the terms of the UAO in September 1995.

V. On July 22, 1993, pursuant to Section 117 of CERCLA, 42 U.S.C. §9617, EPA released the RI Report, the FS Report, and the Proposed Plan that identified EPA's proposed remedial action for Operable Unit 1. A notice of availability of the RI Report, FS Report and Proposed Plan was published in Today's Sunbeam on July 22, 1993. A public comment period for the Proposed Plan was held from July 22 to September 19, 1993. A public meeting was held on August 2, 1993, to accept public comments on the Proposed Plan.

W. EPA initiated a fifth removal action in September 1993. This ongoing removal action consists of excavating, staging, testing and disposing of contaminated stream sediment in the West

Stream south of Route 130 and of soils adjacent to the West Stream affected by contaminated sediment deposition during flooding events.

X. On July 8, 1994, the Regional Administrator for EPA Region II executed the ROD which embodies EPA's selection of the Remedy for Operable Unit 1. The Remedy includes: excavating all soils and sediments in the East Stream and drainage channel located north of Route 130 which are contaminated with lead at levels exceeding the remedial action objective of 500 parts per million (ppm); treating via solidification/stabilization those soils and sediments classified as hazardous under the Resource Conservation and Recovery Act; disposing of both the treated soils and sediments and the non-hazardous soils and sediments in a landfill to be constructed on the site; extracting and treating contaminated groundwater with direct discharge to the Delaware River, and; appropriate environmental monitoring to ensure the effectiveness of the remedy.

Y. On May 15, 1995, EPA sent general notice letters to sixteen (16) additional PRPs. On that same date, EPA notified all PRPs at the Site that the Agency had elected to include the Site in the EPA Pilot Allocation Program in order to facilitate the settlement of Remedial Design/Remedial Action for Operable Unit 1.

Z. On June 10, 1996, EPA issued an Administrative Order on Consent for the performance of Operable Unit One Remedial Design by: Globe Union (a/k/a Johnson Controls, Inc.); ESB (a/k/a Exide Corporation); Gould (a/k/a GNB Technologies, Inc.); C & D Battery (a/k/a C & D Technologies, Inc.); and Prestolite Batteries, Inc. (a/k/a AlliedSignal, Inc.). The Administrative Order on Consent was later amended to require the PRPs to also perform specified removal activities.

AA. On January 28, 1998, EPA issued a proposed Consent Decree to five PRPs: Globe Union (a/k/a Johnson Controls, Inc.); ESB (a/k/a Exide Corporation); Gould (a/k/a GNB Technologies, Inc.); C & D Battery (a/k/a C & D Technologies, Inc. and; NL Industries, Inc. EPA requested these five PRPs to conduct the Operable Unit One Remedial Action and to complete specified removal activities at the Site. EPA also requested these PRPs to pay past costs at the Site and all future oversight costs associated with the work to be performed under the Consent Decree. Negotiations commenced and six PRPs ultimately signed the Consent Decree (the sixth PRP was Prestolite Batteries, Inc. (a/k/a AlliedSignal, Inc.)). The Consent Decree was entered as an order of the United States District Court for the District of

New Jersey on April 1, 1999.

BB. The Regional Administrator of EPA, Region II, or her delegatee, has determined the following:

1. prompt settlement with each Settling Defendant is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1);

2. the payment to be made by each Settling Defendant under this Consent Decree involves only a minor portion of the response costs at the Site within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1), based upon EPA's estimate that the total response costs incurred and to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund and by private parties is over \$29 million; and

3. the amount of hazardous substances contributed to the Site by each Settling Defendant and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Settling Defendant are minimal in comparison to other hazardous substances at the Site within the meaning of Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A). This is because the amount of hazardous substances contributed to the Site by each Settling Defendant does not exceed 2.0% of the hazardous substances at the Site, and the hazardous substances contributed by each Settling Defendant to the Site are not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site. See Appendix A.

CC. The Settling Defendants do not admit any liability to Plaintiff arising out of the transactions or occurrences alleged in the complaint.

DD. The United States and Settling Defendants agree that settlement without further litigation and without the admission or adjudication of any issue of fact or law is the most appropriate means of resolving this action with respect to Settling Defendants.

THEREFORE, with the consent of the Parties to this Consent Decree, it is ORDERED, ADJUDGED, and DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. § 9613(b), and also has personal jurisdiction over Settling Defendants. Settling Defendants consent to and shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States and upon Settling Defendants and their heirs, successors and assigns. Any change in ownership or corporate or other legal status of a Settling Defendant, including but not limited to, any transfer of assets or real or personal property shall in no way alter such Settling Defendant's responsibilities under this Consent Decree.

IV. STATEMENT OF PURPOSE

3. By entering into this Consent Decree, the mutual objectives of the Parties are:

a. to reach a final settlement among the Parties with respect to the Site pursuant to Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), that allows Settling Defendants to make a cash payment, including a premium, to resolve their alleged civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, for injunctive relief with regard to the Site and for response costs incurred and to be incurred at or in connection with the Site, thereby reducing litigation relating to the Site;

b. to simplify any remaining administrative and judicial enforcement activities concerning the Site by eliminating a substantial number of potentially responsible parties from further involvement at the Site; and

c. to obtain settlement with Settling Defendants for their fair share of response costs incurred and to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund, and by private parties, to provide for full and complete contribution protection for Settling Defendants with regard to the Site pursuant to Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5).

V. DEFINITIONS

4. Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or regulations. Whenever the terms listed below are used in this Consent Decree, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.

b. "Consent Decree" or "Decree" shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, the Consent Decree shall control.

c. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities.

e. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

f. "Interest" shall mean interest at the current rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

g. "Paragraph" shall mean a portion of this Consent Decree identified by an arabic numeral or an upper or lower case letter.

h. "Parties" shall mean the United States and the Settling Defendants.

i. "Response costs" shall mean all costs of "response" as that term is defined by Section 101(25) of CERCLA, 42 U.S.C. § 9601(25).

j. "Section" shall mean a portion of this Consent Decree identified by a roman numeral.

k. "Settling Defendants" shall mean those persons, corporations or other entities listed in Appendix A.

l. "Site" shall mean the NL Industries, Inc., Superfund Site, encompassing approximately 44 acres, located at Pennsgrove-Pedricktown Road in Pedricktown, Oldmans Township, Salem County, New Jersey and depicted more clearly on the map attached as Appendix B.

m. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

VI. PAYMENT

5. Within 30 days of entry of this Consent Decree, each Settling Defendant shall pay to the EPA Hazardous Substance Superfund the amount set forth in Appendix A to this Consent Decree.

6. Each Settling Defendant's payment includes an amount for: a) past response costs incurred at or in connection with the Site; b) projected future response costs to be incurred at or in connection with the Site; and c) a premium to cover the risks and uncertainties associated with this settlement, including but not limited to, the risk that total response costs incurred or to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund, or by any private party, will exceed the estimated total response costs upon which Settling Defendants' payments are based. Those parties who failed to comply with the 1992 UAO to which they were named are required to pay an additional amount as reflected in Appendix A. Some Settling Defendants will receive a credit for any funds they contributed toward response activities at the Site prior to the entry of this Consent Decree.

7. The entire amount to be paid pursuant to this Consent Decree shall be deposited in the NL Industries, Inc., Superfund Site De Minimis Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance the response action at or in connection with the Site. Any balance remaining in the NL Industries, Inc., Superfund Site De Minimis Special Account shall be transferred by EPA to the EPA Hazardous Substance Superfund.

Each payment shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." Each check shall reference the name and address of the party making payment, the Site name, the EPA Region and Site Spill ID Number 02-61, and EPA Docket Number 1994-0215 and shall be sent to:

EPA-Region II
Attention Superfund Accounting
P.O. Box 360188M
Pittsburgh, PA 15251

8. At the time of payment, each Settling Defendant shall send notice that such payment has been made to:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
DJ No. 90-11-2-1075/1
P.O. Box 7611
Washington, D.C. 20044-7611

Attn: NL Industries, Inc., Superfund Site Attorney

Chief, New Jersey Superfund Branch
Office of Regional Counsel
U.S. EPA Region II
290 Broadway - 17th Floor
New York, NY 10007-1866

Attn: NL Industries, Inc., Superfund Site Attorney

Chief, Financial Management Branch
Office of Policy and Management
U.S. EPA Region II
290 Broadway - 29th Floor
New York, NY 10007-1866

VII. FAILURE TO MAKE PAYMENT

9. If any Settling Defendant fails to make full payment within the time required by Paragraph 5, that Settling Defendant shall pay Interest on the unpaid balance. In addition, if any Settling Defendant fails to make full payment as required by Paragraph 5, the United States may, in addition to any other available remedies or sanctions, bring an action against that Settling Defendant seeking injunctive relief to compel payment and/or seeking civil penalties under Section 122(1) of CERCLA, 42 U.S.C. 9622(1), for failure to make timely payment.

VIII. CERTIFICATION OF SETTLING DEFENDANT

10. By signing this Consent Decree, each Settling Defendant certifies, individually, that, to the best of its knowledge and belief, it has:

a. conducted a thorough, comprehensive, good faith search for documents, and has fully and accurately disclosed to EPA, all information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, which relates in any way to the ownership, operation, or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant, or contaminant at or in connection with the Site;

b. not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents, or other information relating to its potential liability regarding the Site after notification of potential liability or the filing of a suit against it regarding the Site; and

c. fully complied with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

IX. COVENANT NOT TO SUE BY UNITED STATES

11. In consideration of the payments that will be made by Settling Defendants under the terms of this Consent Decree, and except as specifically provided in Section X (Reservations of Rights by United States), the United States covenants not to sue or to take administrative action against any of the Settling Defendants pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, relating to the Site. With respect to present and future liability, this covenant not to sue shall take effect for each Settling Defendant upon receipt of that Settling Defendant's payment as required by Section VI of this Consent Decree. With respect to each Settling Defendant, individually, this covenant not to sue is conditioned upon: a) the satisfactory performance by Settling Defendant of all obligations under this Consent Decree; and b) the veracity of the information provided to EPA by Settling Defendant relating to Settling Defendant's involvement with the Site. This covenant not to sue extends only to Settling Defendants and does not extend to any other person.

X. RESERVATIONS OF RIGHTS BY UNITED STATES

12. The covenant not to sue by the United States set forth in Paragraph 11 does not pertain to any matters other than to those expressly specified in Paragraph 11. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all other matters including, but not limited to, the following:

a. liability for failure to meet a requirement of this Consent Decree;

b. criminal liability;

c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments; or

d. liability arising from the future arrangement for disposal or treatment of a hazardous substance, pollutant or contaminant at the Site after the date of lodging of this Consent Decree.

13. Notwithstanding any other provision in this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings against any individual Settling Defendant in this action or in a new action or to issue an administrative order to any individual Settling Defendant seeking to compel that Settling Defendant to perform response actions relating to the Site, and/or to reimburse the United States for additional costs of response, if information is discovered which indicates that such Settling Defendant contributed hazardous substances to the Site in such greater amount or of such greater toxic or other hazardous effects that such Settling Defendant no longer qualifies as a de minimis party at the Site because Settling Defendant contributed greater than 2.0% of the hazardous substances at the Site, or contributed hazardous substances which are significantly more toxic or are of significantly greater hazardous effect than other hazardous substances at the Site.

XI. COVENANT NOT TO SUE BY SETTLING DEFENDANTS

14. Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States or its contractors or employees with respect to the Site or this Consent Decree including, but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response activities at the Site; and

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

15. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

16. Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against each other with regard to the Site pursuant to Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613.

XII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

17. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. The United States and Settling Defendants each reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

18. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant action; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue included in Paragraph 11.

19. The Parties agree, and by entering this Consent Decree this Court finds, that each Settling Defendant is entitled, as of the date of entry of this Consent Decree, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. 9613(f)(2) and 9622(g)(5), for "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree are all response actions taken and to be taken by the United States and by private parties, and all response costs incurred and to be incurred by the United States and by private parties, at or in connection with the Site.

XIII. RETENTION OF JURISDICTION

20. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XIV. INTEGRATION/APPENDICES

21. This Consent Decree and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendices are attached and incorporated into this Consent Decree:

"Appendix A" is the list of Settling Defendants and the payment schedule

"Appendix B" is the map of the Site.

XV. PUBLIC COMMENT

22. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States shall file with the Court any written comments received and the United States' response thereto. The United States reserves the right to withdraw or withhold its consent if comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper or inadequate. Settling Defendants consent to entry of this Consent Decree without further notice, and the United States reserves the right to oppose an attempt by any person to intervene in this civil action.

XVI. EFFECTIVE DATE

23. The effective date of this Consent Decree shall be the date of entry by this Court, following public comment pursuant to Paragraph 22.

XVII. SIGNATORIES/SERVICE

24. Each undersigned representative of a Settling Defendant to this Consent Decree and the Assistant Attorney General for the Environment and Natural Resources Division of the United States Department of Justice, or his/her delegatee, certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such party to this document.

25. Each Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendants in writing that it no longer supports entry of the Consent Decree.

26. Each Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agree to accept service including, but not limited to, service of a summons, in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court.

27. Contemporaneous with the filing of the complaint in this action, the United States shall file a stipulation or motion for an extension of time to answer the complaint in favor of each Settling Defendant, which extension shall run until 30 days after the United States withdraws or withholds its consent pursuant to Section XV (Public Comment) or the Court declines to enter this Consent Decree.

SO ORDERED THIS

15th

DAY OF

August 2013

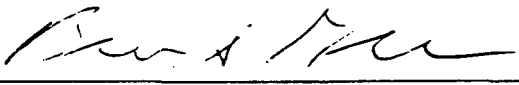
United States District Judge
HON. WILLIAM H. WALLS

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site, Pedricktown, Oldmans Township, Salem County, New Jersey:


FOR THE UNITED STATES OF AMERICA

LOIS J. SCHIFFER
Assistant Attorney General
Environment and Natural Resources
Division

Date: C-19-00



BRUCE S. GELBER
Deputy Chief
Environmental Enforcement Section




Elise S. Feldman (EF1204)
Environmental Enforcement Section
Environment and Natural Resources
Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
(202) 514-3483

ROBERT J. CLEARY
United States Attorney
District of New Jersey

SUSAN CASSELL
Assistant United States Attorney
District of New Jersey
970 Broad Street
Newark, New Jersey 07102
(973) 645-2847



JEANNE M. FOX
Regional Administrator, Region II
U.S. Environmental Protection
Agency, Region II
290 Broadway - 17th Floor
New York, New York 10007-1866


FOR JANET E. MACGILLIVRAY
Assistant Regional Counsel
Environmental Protection
Agency, Region II
290 Broadway - 17th Floor
New York, New York 10007-1866

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT ALLIED WASTE PRODUCTS, INC.

(Please Type the Name of the Defendant)

Date: JULY 29, 1999 Signature: *John Macchiarelli*

Name: JOHN MACCHIARELLI- PRESIDENT

(Please Type the Name of the Signatory)

Address: 61 MIDLAND AVENUE

WALLINGTON, NJ 07057

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: _____

Title: _____

Address: _____

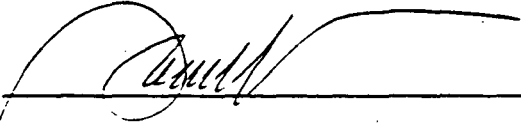
AUG 2 1999

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT ANSAM METALS CORPORATION

(Please Type the Name of the Defendant)

Date: August // ,1999

Signature: 

Name: Samuel S. Kahan, President

(Please Type the Name of the Signatory)

Address: 1026 East Patapsco Avenue

Baltimore, Maryland 21225-2295

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Samuel S. Kahan

Title: President

Address: 1026 East Patapsco Avenue

Baltimore, Maryland 21225-2295

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT Associated Lead Inc. (now known as AI Divestitures, Inc.)
(Please Type the Name of the Defendant)

Date: Sept. 7, 1999

Signature: 

Name: Stuart L. Daniels, President

(Please Type the Name of the Signatory)

Address: AI Divestitures, Inc.

One Cookson Place

Providence, RI 02903

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Stephen H. Schroeder, Esq.

Title: Head of HS &E

Address: Cookson Group plc

One Cookson Place

Providence, RI 02903

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site:

FOR DEFENDANT Atkin's Waste Materials, Inc.

(Please Type the Name of the Defendant)

Date: July 23, 1999

Signature: *[Handwritten Signature]*

Name: Louis Atkin

(Please Type the Name of the Signatory)

Address: 80 Steel Street

Rochester, N.Y. 14606

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: David J. Freeman

Title: Attorney at Law

Address: Battle Fowler LLP

Park Avenue Tower
75 East 55th Street

New York, N.Y. 10022-3205

JUL 26 1998

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

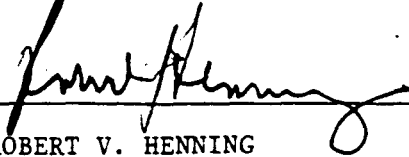
FOR DEFENDANT BELMONT METALS INC.

(Please Type the Name of the Defendant)

Date:

9/3/99

Signature:



Name:

ROBERT V. HENNING

(Please Type the Name of the Signatory)

Address: 330 BELMONT AVENUE

BROOKLYN, NY 11207

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: _____

Title: _____

Address: _____

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT BRANDYWINE RECYCLERS, INC.
(Please Type the Name of the Defendant)

Date: July 28, 1999 Signature: 

Name: Frank J. Dixon
(Please Type the Name of the Signatory)

Address: 328 North 14th Street

Lebanon, Pa. 17046-3398

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: _____

Title: _____

Address: _____

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT BROOKFIELD AUTO WRECKERS INC.

(Please Type the Name of the Defendant)

Date: 7/26/99

Signature: 

Name: EDWARD M. MALONE

(Please Type the Name of the Signatory)

Address: 100 LAMONT STREET

ELMSFORD, N.Y. 10523

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Thomas J. Malone

Title: President

Address: 100 LAMONT STREET

ELMSFORD N.Y. 10523

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT Southwest Lead Metal Co
(Please Type the Name of the Defendant)

Date: 2 10 99 Signature: [Signature]

Name: [Signature]
(Please Type the Name of the Signatory)

Address: 6000 1st Avenue SE
Bellevue WA 98004

Agent Authorized to Accept Service on Behalf of Above-signed Party:

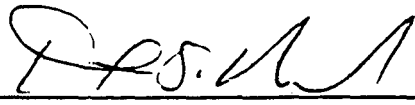
Name: [Signature]
Title: [Signature]
Address: [Signature]
[Signature]

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT Campbell Soup Company

(Please Type the Name of the Defendant)

Date: 9/1/99

Signature: 

Name: David F. McComb

(Please Type the Name of the Signatory)

Address: Campbell Soup Company

One Campbell Place

Camden, NJ 08103-1799

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: David F. McComb

Title: Corporate Counsel

Address: Campbell Soup Company

One Campbell Place

Camden, NJ 08103-1799

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT Capitol Bag & Waste Co., Inc.
(Please Type the Name of the Defendant)

Date: 9/13/99

Signature: 

Name: Burton Segel

(Please Type the Name of the Signatory)

Address: Port of Albany

Albany, NY 12202

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Robert J. Alessi

Title: Attorney

Address: c/o LeBoeuf, Lamb, Greene & MacRae, LLP

One Commerce Plaza, Suite 2020

99 Washington Avenue

Albany, NY 12210-2820

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT GREGORY G. DEMETRAKAS, prior owner and indemnitor of
CITY METAL CO., INC.

(Please Type the Name of the Defendant)

Date: Sept. 22, 1999

Signature: 

Name: Gregory G. Demetrakas

(Please Type the Name of the
Signatory)

Address: c/o Hermes Investment Corp.

500 North Broadway

East Providence, R.I. 02914

Agent Authorized to Accept Service on Behalf of Above-signed
Party:

Name: Robert M. Steele, Esq.

Title: Environmental Legal Counsel

Address: Baker, Donelson, Bearman & Caldwell

P.O. Box 190613

511 Union Street, 17th Floor

Nashville, TN 37219

(615) 726-5600

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT C&R Waste Materials of Beakes St., Trenton, NJ
C&R Waste Materials of Hooper Avenue, Brick, NJ
(Please Type the Name of the Defendant)

Date: 8-10-99 Signature: Marie Enourato

Name: MARIE ENOURATO, President

(Please Type the Name of the Signatory)

Address: c/o 19 Sequola Road

Mercerville, NJ 08619

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Angelo S. Ferrante, Esquire

Title: Attorney at Law

795 Parkway Ave. A-3

Address:

Trenton, NJ 08618

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT Coiners' Scrap Iron & Metal, Inc.
(Please Type the Name of the Defendant)

Date: July 19, 1999

Signature: *Preston A. Coiner, Secretary*

Name: Preston A. Coiner, Secretary
(Please Type the Name of the Signatory)

Address: P O Box 1334

Charlottesville, VA 22902-1334

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: _____


Title: _____

Address: _____

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT CURCIO SCRAP METAL INC
(Please Type the Name of the Defendant)

Date: 9-7-99

Signature: 

Name: FRANK CURCIO
(Please Type the Name of the Signatory)

Address: 416 LANZA AVE
SADDLE BROOK N.J. 07663

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: FRANK CURCIO

Title: PRES

Address: 416 LANZA AVE

SADDLE BROOK N.J.
07663

SEP 08 1999

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT

Daniels & Miller, Inc.

(Please Type the Name of the Defendant)

Date: 7/27/99

Signature: *H. Duffy Friedlander*

Name: H. Duffy Friedlander

(Please Type the Name of the Signatory)

Address: 242 North Hamilton Ave

P O Box 848

Greensburg PA 15601-0848

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Richard H. Friedman

Title: Attorney

Address: One South Market Square, 3rd Floor

P O Box 12023

Harrisburg PA 17108

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT Davis Bros. Scrap Co. Inc.

(Please Type the Name of the Defendant)

Date: 07/30/99

Signature: *John L. Davis Pres.*

Name: John L. Davis, Pres.

(Please Type the Name of the

Signatory)

Davis Bros. Scrap Co. Inc.

Address: c/o John L. Davis

885 N. Adams Street

Pottstown, PA 19464

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: _____

Title: _____

Address: _____

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT Davis Industries
(Please Type the Name of the Defendant)

Date: July 13, 1999

Signature: William P. Bukovicz

Name: William P. BUKEVICZ, Ex. V.P.
(Please Type the Name of the Signatory)

Address: P.O. Box 507

Lorton, VA. 22199

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name:

William P. BUKEVICZ

Title:

EXECUTIVE VICE PRESIDENT

Address:

DAVIS INDUSTRIES

P.O. Box 507

LORTON, VA. 22199

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT DELAWARE VALLEY SCRAP CO.
(Please Type the Name of the Defendant)

Date: 8-17-99

Signature: *Bruce Snyder*

Name: BRUCE SNYDER
(Please Type the Name of the Signatory)

Address: P.O BOX 1203

BRISTOL PA 19007

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: _____

Title: _____

Address: _____

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT Douglas Battery Manufacturing Company
(Please Type the Name of the Defendant)

Date: 8-18-99

Signature: 

Name: Charles T. Douglas
(Please Type the Name of the Signatory)

Address: 500 Battery Drive

Winston-Salem, NC 27107

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Robert M. Steinwurtzel

Title: Counsel to Douglas Battery Manufacturing Company

Address: Swidler Berlin Shoreff Friedman, LLP

3000 K St., NW

Washington, D.C. 20007

18

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT The Dexter Corporation, as successor to
Alco Scrap Metal Company and Alco-Met, Inc.
(Please Type the Name of the Defendant)

Date: 7-10-00Signature: 

Name: Pierre C. Talbert, One of the Dexter Corporation's
Attorneys
(Please Type the Name of the Signatory)

Address: Dykema Gossett PLLC55 East Monroe Street, Suite 3050Chicago, Illinois 60603

Agent Authorized to Accept Service on Behalf of Above signed Party:

Name: Pierre C. Talbert, Esq.Title: One of the Dexter Corporation's AttorneysAddress: Dykema Gossett PLLC55 East Monroe, Suite 3050Chicago, Illinois 60603Telephone Number: (312) 551-4909Fax Number: (312) 551-4919

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT East Penn Manufacturing Company, Inc.
(Please Type the Name of the Defendant)

Date: 8/16/99

Signature: Ch. E. P.

Name: Charles E. P.
(Please Type the Name of the Signatory)

Address: Deka Road, Lyons Station, PA 19536

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Robert B. Hoffman, Esquire

Title: Attorney

Address: Reed Smith Shaw & McClay

P. O. Box 11844

Harrisburg, PA 17108

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT ELIZABETHTON HERB & METAL CO., INC.

(Please Type the Name of the Defendant)

Date: 9/20/99

Signature: 

Name: Theodore W. Firetog, Esq., Attorney for:

(Please Type the Name of the Signatory)

ELIZABETHTON HERB & METAL CO., INC.

Address: The Law Offices of Theodore W. Firetog

111 Thomas Powell Blvd.

Farmingdale, New York 11735

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Theodore W. Firetog, Esq.

Title: Attorney for: ELIZABETHTON HERB & METAL CO., INC.

Address: 111 Thomas Powell Blvd.

Farmingdale, New York 11735

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT Fry Metals
(Please Type the Name of the Defendant)

Date: 9/8/99

Signature: 

Name: Charles M. Schevker
(Please Type the Name of the Signatory)

Address: Fry Technology
4100 Sixth Avenue
Altoona, PA 16602

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Jack W. Wagner

Title: Environmental, Health & Safety Manager

Address: Fry Technology
4100 Sixth Avenue
Altoona, PA 16602

SEP 13 1999

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT General Motors Corporation
(Please Type the Name of the Defendant)

Date: 09/07/99

Signature: Don A. Schiemann

Name: Don A. Schiemann, Esq.

(Please Type the Name of the Signatory)

Address: General Motors Corporation
Legal Staff
New Center One (MC 482-208-815)
3031 W. Grand Blvd.
Detroit, MI 48202

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Theresa L. Cerwin
Title: Authorized Agent
General Motors Corporation
Address: Legal Staff
New Center One (MC 482-207-722)
3031 W. Grand Blvd.
Detroit, MI 48202

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT General Steel & Supply Co.
(Please Type the Name of the Defendant)

Date: 7/13/99

Signature: *Amiel Schaff*

Name: Amiel Schaff

(Please Type the Name of the
Signatory)

Address: P.O. Box 1034

Dickinson. ND 58602-1034

Agent Authorized to Accept Service on Behalf of Above-signed
Party:

Name: Amiel Schaff

Title: Treasurer

Address: P.O. Box 1034

Dickinson. ND 58602-1034

666' 6 + 100

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT GREGORY'S AUTO SUPPLY /ta GREGORY'S MACHINE SHOP

(Please Type the Name of the Defendant)

Date:

7/26/99

Signature:

Deborah G. Foxwell

Name: DEBORAH G. FOXWELL

(Please Type the Name of the Signatory)

Address: 4984 CLEVELAND STREET

VA. BEACH, VA 23462 5307

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name:

Deborah G. Foxwell

Title:

VICE PRESIDENT

Address:

4984 CLEVELAND STREET

VA. BEACH, VA 23462 5307

AUG 05 1999

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT HALPERN & STEIN INC (HALPERN & COMPANY INC)
(Please Type the Name of the Defendant)

Date: 9/2/99

Signature: [Signature]

Name: STEVEN L. HALPERN
(Please Type the Name of the Signatory)

Address: HALPERN & COMPANY INC
3132 W THOMPSON ST
PHILA PA 19121

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: STEVEN HALPERN

Title: PERSON

Address: HALPERN & COMPANY INC
3132 W THOMPSON ST
PHILA PA 19121

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT HAMMOND GROUP, INC.

(Please Type the Name of the Defendant)

Date: 8/11/99

Signature: SPatel

Name: Sudhir R. Patel

(Please Type the Name of the Signatory)

Address: 10 S. Grosstown Road

Pottstown, PA 19464

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Robert N. Steinwurtzel

Counsel to Hammond Group, Inc.

Title: Swidler Berlin Shereff Friedman, LLP

Address: 2000 K St., NW - Suite 300


Washington, D.C. 20007

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT I. BROOMFIELD & SON

(Please Type the Name of the Defendant)

Date: 09-16-99

Signature: 

Name: DAVID BROOMFIELD

(Please Type the Name of the Signatory)

Address: 10 LEHIGH STREET

P. O. Box 72811

PROVIDENCE, RI 02907

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: _____

Title: _____

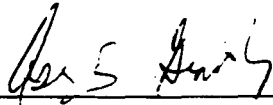
Address: _____

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT Jacobson Metal Company

(Please Type the Name of the Defendant)

Date: August 6, 1999

Signature: 

Name: George B. Ginsburg

(Please Type the Name of the Signatory)

Address: P.O. Box 7596 .4300 Buell St.

Chesapeake, VA 23324

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Same as above

Title: _____

Address: _____

AUG 19 1999

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT James Metals, Inc. of Clearwater

(Please Type the Name of the Defendant)

Date: 7/14/99

Signature: Richard S. O'Malley

Name: Richard S. O'Malley

(Please Type the Name of the Signatory)

Address: 2065 Gentry Street

Clearwater, FL 33765

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Richard S. O'Malley

Title: President

Address: 2065 Gentry St.

Clearwater, FL 33765

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT JOE ALLEN SCRAP YARD
(Please Type the Name of the Defendant)

Date: 9/14/99 Signature: Joe Allen
Name: JOE ALLEN
(Please Type the Name of the Signatory)
Address: 408 WEDGEWOOD DR
LOWER BURRELL, PA
15068

Agent Authorized to Accept Service on Behalf of Above-signed Party:

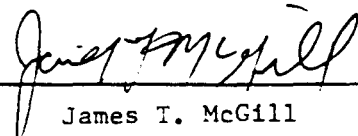
Name: _____
Title: _____
Address: _____

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT Johns Hopkins University

(Please Type the Name of the Defendant)

Date: 8/31/94

Signature: 

Name: James T. McGill

(Please Type the Name of the Signatory)

Address: Johns Hopkins University

3400 N. Charles Street /

Baltimore, MD 21218

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Estelle A. Fishbein, Esq.

Title: V.P. and General Counsel

Address: Johns Hopkins University
Office of V.P. & General Counsel

3400 N. Charles Street / 113 Garland Hall

Baltimore, MD 21218

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT Jones Motor Co., Inc.
(Please Type the Name of the Defendant)

Date: 9/1/99 Signature: [Signature]

Name: Ken Racey
(Please Type the Name of the Signatory)

Address: 900 W. Bridge St.
Spring City, PA 19475

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: _____

Title: _____

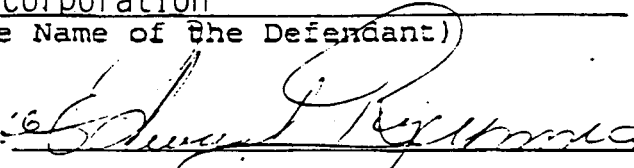
Address: _____

18

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT Mayer Alloys Corporation
(Please Type the Name of the Defendant)

Date: 9/3/99

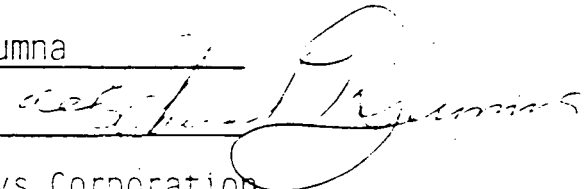
Signature: 

Name: Edward Ruzumna
(Please Type the Name of the Signatory)

Address: Mayer Alloys Corporation
24053 Dequindre
Hazel Park, MI 48030

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Edward Ruzumna

Title: President 

Address: Mayer Alloys Corporation

24053 Dequindre

Hazel Park, MI 48030

SEP 07 1999

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT THE KIRK BATTERY COMPANY
(Please Type the Name of the Defendant)

Date: 8/30/99 Signature: *Roger J. Kirk*

Name: ROGER J. KIRK
(Please Type the Name of the Signatory)

Address: 5300 TRAIN AVE
CLEVELAND, OHIO
44102

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: SHELDON R. JEFFERY
Title: ATTORNEY
Address: 23834 WENDOVER DR
PENCHARRED, OHIO
44122

SEP 02 1999

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT Koehler Mfg. Co.
(Please Type the Name of the Defendant)

Date: 07/16/99

Signature: John M Rilla

Name: John M. Rilla, VP of Finance
(Please Type the Name of the Signatory)

Address: 380 Stewart Road

Wilkes-Barre, PA 18706

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: _____

Title: _____

Address: _____

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

Lancaster Salvage Co.

FOR DEFENDANT

Jack H. Smith (owner)

(Please Type the Name of the Defendant)

Date: Aug. 26, 1999

Signature: Jack H. Smith

Name: Jack H. Smith

(Please Type the Name of the Signatory)

Address: 1058 N. Plum St.

Lancaster, PA 17601

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Same as above.

Name: _____

Title: _____

Address: _____

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT James Marceline Salvage Co.

(Please Type the Name of the Defendant)

Date: Sept 5, 98 Signature: James L. Marceline

Name: James Marceline

(Please Type the Name of the Signatory)

Address: Route 124

Harwich, MA 02645

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Richard J. Cain

Title: Attorney

Address: P.O. Box 454, Harwichport, MA 02646

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT Maryland Metals, Inc.

(Please Type the Name of the Defendant)

Date: Aug. 19, 1999

Signature: *Maryland Metals, Inc.*
Robert M. Kerstein Pres.

Name: Maryland Metals, Inc.
Robert M. Kerstein, Pres.

(Please Type the Name of the Signatory)

Address: Maryland Metals, Inc.

304 W. Church St.

Hagerstown, MD 21740

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Robert M. Kerstein

Title: President

Address: 304 W. Church St.

Hagerstown, MD 21740

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT The Mearl Corporation

(Please Type the Name of the Defendant)

Date: 8/6/99

Signature: Scott W. Clearwater

Name: Scott W. Clearwater

(Please Type the Name of the Signatory)

Address: Engelhard Corporation

101 Wood Avenue

Iselin, NJ 08830

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Scott W. Clearwater

Title: Director, Environmental, Health & Safety

Address: Engelhard Corporation

101 Wood Avenue

Iselin, NJ 08830

AUG 16 1999

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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT American Recovery Co., Inc.
(Please Type the Name of the Defendant)

Date: 9/1/99 Signature: Eric R. Fencil

Name: Eric R. Fencil
(Please Type the Name of the Signatory)

Address: c/o Outsourcing Solutions Inc.
390 South Woods Mill Road, Ste. 350
Chesterfield, MO 63017

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Robert W. Weidner
Title: Attorney - At - Law
Address: Mattoni, Ltd.
300 Market Street, 2nd Floor
Philadelphia, PA 19106

18 _

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT American Recovery Co., Inc.
(Please Type the Name of the Defendant)

Date: 9/1/99 Signature: *Eric R. Fenc1*

Name: Eric R. Fenc1
(Please Type the Name of the Signatory)

Address: c/o Outsourcing Solutions Inc.
390 South Woods Mill Road, Ste. 350
Chesterfield, MO 63017

Agent Authorized to Accept Service on Behalf of Above-signed Party:

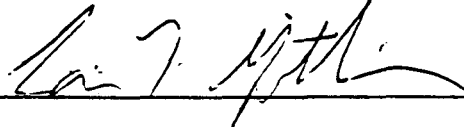
Name: Robert W. Weidner
Title: Attorney - At - Law
Address: Mattoni, Ltd.
399 Market Street, 2nd Floor
Philadelphia, PA 19106

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT Mid City Scrap Iron & Salvage Co., Inc.

(Please Type the Name of the Defendant)

Date: 08/23/99

Signature: 

Name: Louis D. Gitlin

(Please Type the Name of the Signatory)

Address: 548 State Road

P. O. Box 157

Westport, MA 02790

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: _____

Title: _____

Address: _____

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT Lucent Technologies Inc., as successor in interest to and for and in place of AT&T Corp., and corporate entities comprising Nassau Smelting & Refining, and Nassau Recycling
(Please Type the Name of the Defendant)

Date: 9/1/1999 Signature: Maria Kaouris

Name: Maria Kaouris
(Please Type the Name of the Signatory)

Address: 475 South Street, Room 2S051
Morristown, NJ 07962-1976

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Ralph L. McMurry, Esq.
Title: Corporate Counsel
Address: 475 South Street
Room 2S032
Morristown, NJ 07962-1976

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT Peanut City Iron & Metal Co., Inc.
(Please Type the Name of the Defendant)

Date: August 6, 1999 Signature: _____

Name: George B. Ginsburg
(Please Type the Name of the Signatory)

Address: 425 South Saratoga St.

Suffolk, VA 23434

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Same as above

Title: _____

Address: _____

AUG 19 1999

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT Penn Harris Metals Corp.

(Please Type the Name of the Defendant)

Consolidated Scrap Resources, Inc.
Successor to Penn Harris Metals Corp.

Date: 09/03/99

Signature: By

Richard E. Abrams

Name: Richard E. Abrams, Chairman & CEO

(Please Type the Name of the
Signatory)

Address: Consolidated Scrap Resources, Inc.
Successor to Penn Harris Metals Corp.
Post Office Box 1761

Harrisburg, PA 17105

Agent Authorized to Accept Service on Behalf of Above-signed
Party:

Name: Richard H. Friedman, Esq.
Buchanan Ingersoll, PC

Title: Attorney

Address: Post Office Box 12023

Harrisburg, PA 17108

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT Raleigh Junk Company

(Please Type the Name of the Defendant)

Date: 8-27-99

Signature: 

Name: Paul M. Friedberg

(Please Type the Name of the Signatory)

Address: Suite 700 One Valley Square

Charleston, WV 25301

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Paul M. Friedberg

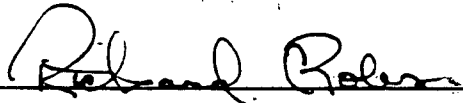
Title: Counsel

Address: 700 One Valley Square

Charleston, WV 25301

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT RESOURCES ALLOYS & METALS INC
(Please Type the Name of the Defendant)

Date: 9/7/99 Signature: 

Name: RICHARD ROLES
(Please Type the Name of the Signatory)

Address: 250 BUSINESS PARKWAY S 1
ROYAL PALM BEACH, FL 33411

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: RICHARD ROLES

Title: _____

Address: 250 BUSINESS PARKWAY S 1
ROYAL PALM BEACH, FL 33411

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT S.D. Richman Sons, Inc.
(Please Type the Name of the Defendant)

Date: 7-19-99

Signature: David Richman

Name: David Richman, Pres.
(Please Type the Name of the Signatory)

Address: 2435 E. Wheatsheaf Lane
Philadelphia, PA 19137

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: _____

Title: _____

Address: _____

JUL 22 1999

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT Silver's Auto Parts, Inc
(Please Type the Name of the Defendant)

Date: Aug 20, 1999

Signature: Michael S. Serota

Name: Michael S. Serota
(Please Type the Name of the Signatory)

Address: 485 Main Street

Orono, ME 04473

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: _____

Title: _____

Address: _____

AUG 27 1999

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

NEPS HOLDING CORP. INC

FOR DEFENDANT FORMERLY SOLA METAL CO. INC
(Please Type the Name of the Defendant)

Date: AUG 30, 1999

Signature: [Handwritten Signature]

Name: JOSEPH A. BORITZER PRESIDENT
(Please Type the Name of the Signatory)

Address: 333 WEST 206th STREET
NEW YORK, NY 10034

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: SAME

Title: _____

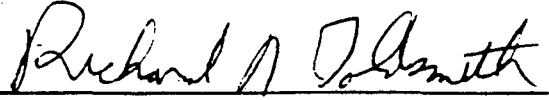
Address: _____

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT Superior Companies

(Please Type the Name of the Defendant)

Date: 09/23/99

Signature: 

Name: Richard M. Goldsmith

(Please Type the Name of the Signatory)

Address: C/O Lewis & Roca

40 N. Central Avenue

Phoenix, Arizona 85004

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: L and R Service Co.

Title: Statutory Agent

Address: 40 N. Central Avenue

Phoenix, Arizona 85004

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT Sussman Brothers & Company

(Please Type the Name of the Defendant)

Date: 8/24/99

Signature: 

Name: Robert M Cohen

(Please Type the Name of the Signatory)

Address: Two Allen Street

PO Box 24

Allentown, PA 18105-0024

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: _____

Title: _____

Address: _____

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT TONOLLI CANADA LTD.
(Please Type the Name of the Defendant)

Date: August 25, 99 Signature: 

Name: Jose' J. Silva
(Please Type the Name of the Signatory)

Address: 1333 Tonolli Road
Mississauga, ON L4Y 4C2
Canada

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: N.A.

Title: _____

Address: _____

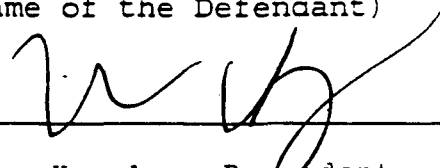
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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT UNITED STEEL & METALS

(Please Type the Name of the Defendant)

Date: 7/23/99

Signature: 

Name: Mike Kessler, President

(Please Type the Name of the Signatory)

Address: 2112 Chico Avenue

South El Monte, CA 91733

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Robert G. Petrovich, Esq.

Title: Attorney for
UNITED STEEL & METALS

Address: 265 N. San Gabriel Blvd.
Suite 5
Pasadena, CA 91107

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT

V&V Recycling, INC.

(Please Type the Name of the Defendant)

Date:

9/10/99

Signature:

[Signature] PRES.

Name:

ROBERT S. VERNICK

(Please Type the Name of the Signatory)

Address:

PO Box 550Montville, N.J. 07045

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name:

Same

Title:

Address:

SEP 13 1999

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT WALKER METALLURGICAL CORP.
(Please Type the Name of the Defendant)

Date: 9-3-99 Signature: Richard M. Walker

Name: RICHARD M. WALKER
(Please Type the Name of the Signatory)

Address: 14300 ILENE STREET
DETROIT, MICHIGAN 48238

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: _____

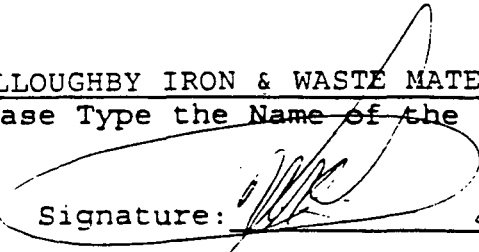
Title: _____

Address: _____

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Ace Battery Company et. al., relating to the NL Industries, Inc., Superfund Site.

FOR DEFENDANT WILLOUGHBY IRON & WASTE MATERIALS
(Please Type the Name of the Defendant)

Date: 9/2/99

Signature:  attested

Name: MICHAEL A. SIMMS, ATTORNEY FOR DEFENDANT
(Please Type the Name of the Signatory)

Address: 3884 CHURCH STREET

WILLOUGHBY, OHIO 44094

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: MICHAEL A. SIMMS

Title: ATTORNEY AT LAW

Address: 3884 CHURCH STREET

WILLOUGHBY, OHIO 44094

ATTACHMENT A
NL INDUSTRIES SUPERFUND SITE, PEDRICKTOWN, NJ.
 DE MINIMIS DEFENDANTS AND SETTLEMENT PAYMENT AMOUNTS

<u>DEFENDANT NAME</u>	<u>PAYMENT</u>
Allied Waste Products, Inc.	\$1,414.68
Ansam Metals Corporation	\$5,033.28
Associate Lead Inc. (now known as AI Divestitures, Inc.)	\$4,295.03
Belmont Metals Inc.	\$3,196.91**
Brandywine Recyclers, Inc.	\$1,369.59
Brookfield Auto Wreckers Inc.	\$2,461.90
Campbell Soup Company	\$2,725.72
Capital Bag & Waste Co., Inc.	\$2,962.96
City Metal Co., Inc.	\$17,575.19**
C&R Waste Materials of Beakes St., Trenton, NJ and Hooper Avenue, Brick, NJ	\$1,280.75
Coiners' Scrap Iron & Metal, Inc.	\$4,203.67
Cousins Metal	\$59,827.49
Daniels and Miller, Inc.	\$33,510.22
Davis Bros. Scrap Co., Inc.	\$59,484.66
Davis Industries	\$5,540.95
Delaware Valley Scrap Co.	\$2,941.09
The Dexter Corporation, as successor to Alco Scrap Metal Company	\$3,118.76
Douglas Battery Manufacturing Company	\$20,488.73**
East Penn Manufacturing Company, Inc.	\$2,791.00
Fry Metals	\$10,485.88
General Motors Corporation	\$202,694.00
Gregory's Auto Supply to Gregory's Machine Shop	\$922.03
Hammond Group, Inc.	\$2,395.91**
I. Broomfield & Son	\$8,813.84
Jacobson Metal Company	\$17,458.08
James Metals, Inc. of Clearwater	\$1,417.38
Joe Allen Scrap Yard	\$2,710.91
John Hopkins University	\$8,885.18
Jones Motor Co., Inc.	\$15,830.72
The Kirk Battery Company	\$2,872.44
Koehler Mfg. Co.	\$5,252.90
Lancaster Salvage Co.*	\$32,988.63
James Marceline Salvage Co.	\$11,158.63
Maryland Metals, Inc.	\$17,108.11
The Mearl Corporation (Englehard Corporation)	\$2,805.14
Metal Bank (U.C.O.-M.B.A. Corp.)	\$84,704.68**
Mayer Alloys Corporation	\$14,672.46
Mid City Scrap Iron & Salvage Co., Inc.	\$2,577.66

Lucent Technologies Inc. as successor in interest to and for and in place of AT&T Corp. and corporate entities comprising Nassau Smelting & Refining, and Nassau Recycling	\$233,069.47**
Penn Harris Metals Corp.	\$53,422.79
Peanut City Iron & Metal Co., Inc.	\$36,709.74
Raleigh Junk Company	\$6,012.07
Resources Alloys & Metals, Inc.	\$8,068.26
Silver's Auto Parts, Inc.	\$2,677.26
NEPS Holding Corp., Inc. formerly Sola Metals Co., Inc.	\$14,847.77
Tonolli Canada LTD.*	\$21,851.54
United Steel & Metals	\$1,558.71
Willoughby Iron & Waste Materials	\$50,495.16

TOTAL	\$747,253.04
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** Amount credited to Defendant for its previous contribution of funds towards work at the Site.

* Two de minimis parties, Lancaster Salvage Co. and Tonnoli Canada Ltd., raised an inability to pay defense and requested a payment plan under which their total allocation amounts would be paid in installments. EPA approved these payment plans with the condition that interest on any payments made beyond thirty days of entry of the Consent Decree must be included. Interest will be at the current rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507. For Fiscal Year ("FY") 2000 the rate is 5.3%.

Lancaster Salvage Co.

Total Allocation Amount Due: \$32,988.63

1st payment due within 30 days of entry of Decree: \$5,498.11
(no interest due on this payment because timely-made)

Remaining Balance: \$27,490.52

Following the first payment, Lancaster Salvage will make five additional payments of \$5,498.11 each plus interest every month for five months.

Later payments will be affected by a new rate of interest which will be established on October 1, 2000. EPA will give notice of the new rate. It will be used in determining payments made after October 1, 2000. Lancaster Salvage Co. may pay any of its remaining balance early in order to avoid payment of interest.

Tonnoli Canada Ltd.

Total Allocation Amount Due: \$21,851.54

1st payment due within 30 days of entry of Decree: \$5,500.00
(no interest due on this payment because timely-made)

Remaining Balance: \$16,351.54

Following the first payment, Tonnoli Canada Ltd. will make three additional payments every other month plus interest. The first two payments will be \$5,500.00 each plus interest and the final payment will be \$5,351.54 plus interest.

Later payments will be effected by a new rate of interest which will be established on October 1, 2000. EPA will give notice of the new rate. It will be used in determining payments made after October 1, 2000. Tonolli Canada Ltd. may pay any of its remaining balance early in order to avoid payment of interest.

ATTACHMENT B

NL INDUSTRIES, INC. WASTE IN-LIST

**ATTACHMENT B
NL INDUSTRIES, INC.
WASTE-IN LIST**

Brockton Iron & Steel	809630	0 053118	\$20,837.97			
Brodsky Scrap Co	80530	0 013815	\$5,419.81			
Brookfield Auto Wrecker	36580	0 006276	\$2,461.90			
Burrows, James	83620	0 014346	\$5,627.77			
Buyers Group	484290	0 083084	\$32,593.57			
C&R Waste Materials Co	19030	0 003265	\$1,280.75			
C&R Battery Co	4494430	0 771058	\$302,483.04			
Cambridge Iron & Metal	139860	0 023994	\$9,412.82			
Campbell Soup	40500	0 006948	\$2,725.72			
Canada Metal Co., Ltd	1225840	0 210303	\$82,501.19	\$14,524.53	\$97,025.71	
Capital Bag & Waste Co	44025	0 007553	\$2,962.96			
Carl King Tire Co	11720	0 002011	\$788.78			
Charles Bluestone Co., Inc	666869	0 114407	\$44,881.46			
City Metal Co. Inc	174600	0 029954	\$11,750.89			\$17,575.19
City Iron & Metal	125860	0 021592	\$8,470.60			\$0.00
Coiner's Scrap	62460	0 010716	\$4,203.67			
Colonial Fabricators	316730	0 054338	\$21,316.49			
Commercial Metals Co.	524856	0 090044	\$35,323.73			
Conservil Inc	600905	0 103090	\$40,441.96			
Continental Commodities, Inc	166600	0 028582	\$11,212.47			
Corona Scrap	21230	0 003642	\$1,428.82			
Cousins Metal Industries Inc.	888944	0 152506	\$59,827.49			
CR&A Battery Co.	887270	0 152219	\$59,714.83			
Cumberland Recycling Co.	65060	0 011162	\$4,378.65			
Curcio Scrap	343920	0 059002	\$23,146.42			
Daniels & Miller, Inc.	497910	0 085421	\$33,510.22			
Davis Brothers Scrap Co., Inc.	883850	0 151632	\$59,484.66			
Davis Industries	82330	0 014124	\$5,540.95			
Deitch Co.	20340	0 003490	\$1,368.92			
Delaware Valley Scrap	43700	0 007497	\$2,941.09			
Delco-Remy (GMC)	3492960	0 599247	\$235,082.35			\$32,387.79
Demasco Inc.	121260	0 020803	\$8,161.01			\$202,694.56
Douglas Battery	290610	0 049857	\$19,558.56			\$20,488.73
Drummond, Harry W.	36020	0 006180	\$2,424.21			\$0.00
East Penn Manufacturing	41470	0 007115	\$2,791.00			

**ATTACHMENT B
NL INDUSTRIES, INC.
WASTE-IN LIST**

GENERATOR	WEIGHT (LBS)	% CONTRIBUTION	SETTLEMENT	RECALC. PAYMENT (30%)	ADJ. SETTLEMENT	CREDIT	SETTLEMENT- CREDIT
Aaron Ferer & Sons Co	43760	0.007507	\$2,945.12	\$518.50	\$3,463.62		
Aaron Richman & Sons	8312790	1.426130	\$559,465.39				
Ace Battery Co	1075490	0.184509	\$72,382.37	\$12,743.08	\$85,125.45		
Acme Alloys	29778	0.005109	\$2,004.11			\$694.21	\$1,309.90
Acme Scrap Corporation	57445	0.009855	\$1,866.15				
Alco Scrap Co	46340	0.007950	\$1,118.76				
All Metals Recycling	21570	0.003701	\$1,451.70				
Allied Waste	21020	0.003606	\$1,414.68				
Amlon Metals, Inc.	419720	0.072007	\$28,247.89	\$4,973.11	\$33,221.00		
Ansam Metals Corporation	138760	0.023805	\$9,338.79			\$4,305.51	\$5,033.28
Antimony Products of Amer	20560	0.003527	\$1,383.72				
Associated Lead Inc	276060	0.047360	\$18,579.32			\$14,284.29	\$4,295.03
Atkin's Waste Materials	300615	0.051573	\$20,231.92				
Atlantic Batteries - NJ	124400	0.021342	\$8,372.34				
Atlantic Batteries - MA	213170	0.036571	\$14,346.72				
Altonito Recycling Corp	140330	0.024075	\$9,444.46				
B&O Railroad	40780	0.006996	\$2,744.57				
B. Zeff & Co.	120640	0.020697	\$8,119.28				
Bernard Pirchesky Scrap	441420	0.075729	\$29,708.34				
Balmel Recyclers, Inc.	7396029	1.268852	\$497,765.76				
Battery Recyclers	44680	0.007665	\$3,007.04				
Baumann, John C	92040	0.015790	\$6,194.45				
Belmont Metals, Inc	33300	0.005713	\$2,241.15			\$3,196.91	\$0.00
Ben Rubenstein & Sons	287310	0.049290	\$19,336.47				
Ben Weitsman & Sons	345250	0.059231	\$23,235.93				
Bergen Metal	110860	0.019019	\$7,461.07				
Bergsoe-Boliden, Inc.	551990	0.094699	\$37,149.90				
Boggs Scrap Iron	35040	0.006011	\$2,358.25				
Bonus Metal Canada, Inc.	2765950	0.474522	\$186,153.30	\$32,772.72	\$218,926.02		
Brandywine Recyclers, Inc.	20350	0.003491	\$1,369.59				
Bridgewater Recycling	68050	0.011675	\$4,579.88				